



Farla Medical Healthcare Ltd
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Terms & Conditions

Conditions Applicable

- These Conditions shall apply to and govern all contracts for the sale of goods entered by the Company. Any deviations or amendments must be accepted by us in writing. These Conditions shall be deemed to be incorporated in any quotation received from the Company, and the Customer's own terms and conditions shall not be regarded as a counteroffer.
- For the avoidance of doubt, nothing in this agreement shall confer on any third party any benefit of the rights to enforce any terms of this agreement.
- All offers on this website are subject to stock availability and prices are subject to change.
- Due to medical regulations, we will not accept any pharmaceutical product returns.

Representations

The Customer acknowledges that neither us nor its employees have any professional or medical qualifications to advise as to the fitness for purpose or suitability of products. Except as expressly stated in writing, the Company makes no representation as to the fitness of purpose or suitability of any goods sold for any purposes whatsoever. The Customer acknowledges that no representations have been made by the Company other than those incorporated in the Company's catalogue, quotation and these T&C's.

- Visuals and Images in this catalogue in some instances are for illustrative purposes only.

Quotations

- A quotation by the Company shall not constitute an offer and there shall be no binding contract until the Company has accepted the order by fulfilling the order. A quotation shall be valid only for the period stated, and if no period is stated, for 30 days from the date of quotation.
- The Company reserves the right to alter any specification or any goods and to withdraw the availability of any goods without notification.
- Unless otherwise specifically stated, all prices quoted by the Company are exclusive of VAT, which shall be due at the prevailing rate on the date of the Company's invoice to the Customer. Some deliveries may incur additional delivery charges.



Overseas Orders

- We welcome orders from anywhere in the world. Carriage will vary on destination, weight, and method of shipment. Please contact our export department for information.
- When ordering goods for delivery outside the United Kingdom you may be subject to import duties and taxes which are levied once the goods reach the specified destination. The Customer will be liable for all charges incurred. It is the Customer's responsibility to comply with the laws and regulations in the country of destination.

Delivery


- It is the Company's policy to dispatch goods within 24 hours of receiving an order, however this can vary subject to stock availability.
- Estimated delivery dates are quoted in good faith but shall not be binding. The Company can accept no responsibility for transport delays causing late delivery. Some furniture orders may take up to 8 weeks to be delivered, or up to 12 weeks for special order items. Extra handling charges may be incurred for re-dispatched parcels.
- Additional carriage charges may apply to certain destinations in the UK, such as the Channel Islands, Scottish Highlands and others.
- UK orders over £100 (net) are dispatched free of charge. We reserve the right to change this at any time at its sole discretion.
- In case of non-delivery, Customers must advise the Company within 14 days of the date of the invoice or dispatch confirmation so that the Company can investigate and ascertain the location of the goods. The Company will not accept claims that are not made within 14 days.
- Please ask for carriage charges on the following items: portable, hydraulic and electric couches, large chairs, reception desks and other large and heavy furniture items.

Cancellation & Variation

No cancellation, suspension, or variation by the Customer of any order submitted to the Company shall be valid unless agreed by the Company in writing. The Company reserves the right to charge a restocking fee of 25% of the net value of the goods as a condition of their agreement.

Price & Payment

- All prices shown in this catalogue exclude VAT.
- The final price to be paid by the Customer shall be shown on the Company's invoices[s]. In any event the Company reserves the right to amend the price of goods at any time without notice.
- For goods purchased on account, payment of invoices is due within 30 days of the date of the Company's invoice.
- Payments are accepted by cheque, Visa, MasterCard, debit card or PayPal.
- If the Customer default in paying any sum as and when it becomes due, the Company shall have the right to suspend all further account activity until the default is made good and/ or to cancel the contract so far as any goods remaining to be delivered thereunder. The Company reserves the right to restrict or refuse any orders for application of credit at any time.


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- Any banking charges incurred by the Company in respect of dishonoured cheques will be payable by the Customer.
 - If the customer fails to pay any monies by the due date, all monies payable by the Customer shall become immediately due and payable. The Company shall be entitled to charge interest on outstanding monies both before and after Judgment from the due date to the date of actual payment at the rate of 4% per annum over the base rate. Where the circumstances of the parties are such that the Late Payment of Commercial Debts Act 1998 is applicable, the Company may choose to charge interest at the maximum rate permissible under that Act. The Customer shall also indemnify the Company against expenditure on all costs of recovery including without limitation legal fees, costs and disbursements reasonably incurred.
 - All items remain the property of us until paid for in full.
 - We reserve the right to place any account on hold if there are overdue invoice[s] on the account.

Title & Risk

- The risk in goods sold to the Customer shall pass to the Customer upon tender for delivery.
- Title in the goods or any part thereof shall only pass to the Customer when payment in full for all goods whatsoever supplied by the Company has been received.

Returned Goods

- All goods must be checked by the Customer at the time of delivery as signature of a consignment note without endorsement may constitute acceptance.
- If the Customer is not satisfied with the goods, and the goods are not defective, the company reserves the right to accept the return of the goods at its absolute discretion.
- If goods are accepted for return, acceptance is subject to the Customer accepting and pursuing the following procedure and conditions:
 - The Customer must telephone the Company's Customer Service Team on 0345 193 5 193 and advise the reason for their dissatisfaction.
 - No later than 14 days from the date of delivery, the intention to seek a return of the goods must be confirmed in writing to the Company.
 - The Company will provide a Returns Note which must accompany the goods. Failure to do so may result in delays in processing the return.
 - Goods must be returned unopened and with the original packaging intact.
 - It is our discretion to decide how the goods are to be returned. Should we be at fault we will organize the return of the product, should the error be that of the Customer it is the Customer's responsibility to organize the return of the goods. The return of small items can be organized for £12.50 from the UK mainland.
 - Stock items may or may not be credited at the Company's discretion should items be found to be in a non-resalable condition. Under no circumstances will credit be given on non-stock items e.g. (but not limited to) furniture, fridges, bags, lighting and other large equipment, unless agreed by us and the suppliers.
 - Goods received back in a non-resaleable condition and without an RGA (returned goods authorization) will not be credited.
 - The Company reserves the right to apply a handling charge/restocking fee of between 5% and

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- 40% of the value of the goods as per our agreement with the supplier.
 - Under no circumstances will goods be accepted for return if they are damaged, subject to improper handling or abuse, have been partly opened or used or the seals and labels removed or tampered with.
 - The Company accepts no responsibility for returned goods lost or damaged during transit.
 - Due to medical regulations, we will not accept any pharmaceutical product returns.
 - If an item is defective within the meaning of the Sale of Goods Act 1979 [as amended] the Company reserves the right to replace or repair the goods as an alternative to refunding the cost, at its absolute discretion.

Liability restriction

- The Company shall not in any way whatsoever be liable for indirect or consequential loss or damage, being loss or damage which does not directly and naturally flow from the supply of goods or materials, including without limitation, loss of profits, loss of use, overhead costs, collateral damage or of contracts arising out of the supply or failure to supply goods or services by the Company [other than liability for death or personal injury resulting from the negligence of the Company] and whether arising from the breach of contract, negligence or for any other liability whatsoever and howsoever arising, whether by statute or otherwise.
- In all other cases [being cases of direct and natural losses or damage] it is specifically provided and agreed that the compensation and damages payable under any claim or claims arising out of the contract between the parties under whatsoever pretext shall not under any circumstances amount in aggregate to more than the contract price of the goods forming the subject of the claim or claims.
- No liability for such direct losses or damages shall attach to the Company unless details of such losses are notified to the Company in writing within 3 days of the date of delivery of the goods, or the date of the event giving rise to such loss if it is not apparent upon the date of delivery. In cases of alleged non-delivery, it is a condition of acceptance of any claim that claims are notified to the Company within 7 days of the anticipated delivery date so that appropriate action can be pursued by the Company.

General

Goods are sold on the understanding that they will be used for their intended purpose. No responsibility will be accepted by the Company, for trained or untrained personnel without qualified supervision using or misusing equipment supplied by the Company. The Company takes special care to show correct sizes, specifications, and descriptions. Whilst these are given as a guide and in good faith, they are subject to alteration by the Company without notice. All colours are as near as the printing process will allow.

Force Majeure

If the Company is hindered or prevented from fulfilling any contractual obligation due to any cause beyond its reasonable control or by its inability to produce any goods, the Company may at its absolute discretion delay the performance of or cancel the whole or any part of the contract without incurring any liability whatsoever.



Guarantee

All items are guaranteed according to Manufacturer's warranty. All glass items are specifically excluded from this guarantee.

Jurisdiction

These Terms and Conditions and all contracts entered are governed by and are to be construed in accordance with the laws of England and Wales. You agree to submit to the jurisdiction of the Courts of England and Wales in relation to any contract entered under these Terms and Conditions.

Price Match Plus Guarantee

If within 7 days of purchasing, you find any like product at a lower price our will refund the difference. The Price Match Plus Guarantee is only applicable to equipment and consumables and does not include pharmaceuticals.

Special Offers

Special offers and discounts are not available in conjunction with any other offers.

Loyalty Scheme

Terms and Conditions relating to our Loyalty Scheme are set out in a separate Terms & Conditions schedule. The rewards are subject to change and customers will be notified accordingly.

Privacy

We confirm that any Personal Information which you provide to us is held in accordance with UK Data Protection and Consumer legislation. We only use your information to process your orders, administer our databases and, and unless advised otherwise to notify you of products or special offers that we think may be of interest to you.